

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Donald DiPetrillo, Fire Chief, (954) 797-1213

DOCUMENT PREPARED BY: Michael Baker, Division Chief of Operations

SUBJECT: Resolution

AFFECTED DISTRICT: All Districts

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY HILLSBOROUGH COUNTY FOR TWO HURRICANE FIRE RESCUE PUMPERS AND ONE FIRE RESCUE TANKER WITH ASSOCIATED EQUIPMENT, BID NO. BPCW02000033.

REPORT IN BRIEF:

The two Hurricane Fire Rescue Pumpers and one Fire Rescue Tanker will be used to replace three 1985 existing front line units that had exceeded their useful lifespan of 12 to 15 years, and accumulated more than 100,000 miles. Once the replacement units have been delivered, the existing units will be sold or placed into reserve status.

Hillsborough County has previously solicited sealed bids at competitive rates that suit the Town's needs. The pricing obtained by Hillsborough County is competitive because of the volume of apparatus purchases generated by this bid is nearly \$27.5 million dollars. The Town's purchasing ordinance allows for piggybacking another governmental entity's bid if pricing is beneficial. Standardization of the fleet also provides for indirect cost savings, operational efficiencies and continuity in emergencies. The complete copy of the Hillsborough County Bid is attached.

PREVIOUS ACTIONS: Town Council previously approved Ordinance Number 2002-021 to fund the Town's Five Year Plan for FY 2003-2007. In addition, Town Council previously approved the purchase of Fire Rescue Pumpers from Emergency One, Inc., to modernize the fleet.

CONCURRENCES: The Fire Chief, the Department's Apparatus Committee and the Purchasing Department have reviewed the award made by the Hillsborough County and concur with the purchase from Emergency One, Inc.

FISCAL IMPACT:

Has request been budgeted? Yes

If yes, expected cost: \$1,217,480.00

Account Name: Capital Outlay – Replacement Pumper Account

RECOMMENDATION(S): Motion to approve this resolution

Attachment(s):

Resolution

Fire Apparatus Proposal

Piggyback Bid Sheet Checklist

Procurement Authorization

Hillsborough County Bid

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY HILLSBOROUGH COUNTY FOR TWO HURRICANE FIRE RESCUE PUMPERS AND ONE FIRE RESCUE TANKER WITH ASSOCIATED EQUIPMENT, BID NO. BPCW02000033.

WHEREAS, Town Council previously approved Ordinance Number 2002-021 to fund each department's Five Year Plan; and

WHEREAS, on March 11th, 2003 voters approved the use of general obligation bonds for the procurement of apparatus and equipment; and

WHEREAS, the department is in need of two Hurricane Fire Rescue Pumpers and one Fire Rescue Tankers; and

WHEREAS, Hillsborough County has solicited sealed bids for such fire rescue pumpers and tankers; and

WHEREAS, the bid issued by Hillsborough County was designated as a statewide open bid intended for use by other public entities; and

WHEREAS, after review, the Town Council wishes to accept the bid awarded by Hillsborough County to Emergency One, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The award made by Hillsborough County to Emergency One, Inc., bid no. BPCW02000033 for two Hurricane Fire Rescue Pumpers and one Fire Rescue Tanker with a price of \$1,217,480 is hereby accepted by the Town Council.

SECTION 2. The Town Council hereby authorizes the expenditure from the Capital Outlay – Replacement Pumper Account.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003.



Hall-Mark Fire Apparatus
PO Box 1770
Ocala, FL 34478
Office: (352) 629-6305
Fax: (352) 629-2018
Toll-Free: 1-800-524-6072

FIRE APPARATUS PROPOSAL

DATE: April 10, 2003

This Proposal has been prepared for:

Town of Davie Fire Rescue
6905 Orange Avenue
Davie, FL 33314

We propose to furnish to you two (2) Emergency-One C401 Rescue Pumpers and one (1) Emergency One 1250 Tanker, both mounted on Hurricane chassis. These units are to be custom built and equipped per your specifications.

Delivery will be F.O.B. Davie, FL and will be made approximately 240 calendar days after receipt of the order at Emergency-One in Ocala, FL. Terms of payment shall be Net 30.

The current purchase price for the specified Rescue Pumpers is as follows:

Dealer cost of apparatus:	\$ 343,162.00 ea
Discount per Hillsborough Co. contract	- 5,139.00 ea
Cost of Apparatus	\$ 338,023.00 ea
Equipment (per attached list)	63,592.00 ea
Total Cost	\$ 401,615.00 ea

The current purchase price for the specified 1250 Tanker is as follows:

Dealer cost of apparatus:	\$ 356,053.00 ea
Discount per Hillsborough Co. contract	- 5,333.00 ea
Cost of Apparatus	\$ 350,720.00 ea
Equipment (per attached list)	63,530.00 ea
Total Cost	\$ 414,250.00 ea

The total proposal price for (2) Rescue Pumpers and (1) 1250 Tanker is \$ 1,217,480.00.

This proposal shall expire unless accepted within 30 days after the date first set above. This expiration date may be extended, in writing, providing pricing and availability has not changed.

- Sales & Service for all your Fire Apparatus & Equipment Needs -



This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute an agreement to this proposal with signatures from authorized representatives as of the date set forth by each.

Company:

By: J. Hall (ls)

Typed/Printed: James Hall

Title: President

Date: April 10, 2003

Purchaser:

By: _____

Typed/Printed: _____

Title: _____

Date: _____

PIGGYBACK BID CHECKLIST

	Piggyback of bid awarded by	<u>HILLSBOROUGH CTY</u>	Completed by	<u>D. Frost, LT</u>
2.	Date of award	<u>12/27/01</u>		<u>D. Frost, LT</u>
3.	Date of expiration	<u>12/27/06</u>		<u>D. Frost, LT</u>
4.	Date of last renewal	<u>N/A</u>		<u>D. Frost, LT</u>
5.	Copy of bid award attached	<input checked="" type="radio"/> YES <input type="radio"/> NO		<u>D. Frost, LT</u>
6.	Requested item same as awarded	<input checked="" type="radio"/> YES <input type="radio"/> NO		<u>D. Frost, LT</u>
7.	Approved Procurement Authorization	<input checked="" type="radio"/> YES <input type="radio"/> NO		<u>D. Frost, LT</u>
8.	Justification	<u>COSTS:</u>		<u>D. Frost, LT</u>
		<u>- VEHICLES = DEALER NET</u>		
		<u>- OPTIONS = DEALER NET</u>		
		<u>ACCESSORIES = 12% OVER DEALER NET</u>		
		<u>% OF DISCOUNTS = 15%</u>		
9.	Benefit to the Town	<u>- REDUCED STAFF</u> <u>COSTS & TIME PREPARATION</u> <u>- IMPROVED VALUE AND</u> <u>PURCHASE POWER</u> <u>- STANDARDIZE ALL</u> <u>EQUIPMENT</u> <u>- LIMITS COST INCREASES</u>		<u>#1</u>
10.	Contact information sheet attached	YES <input type="radio"/> NO <input checked="" type="radio"/>		<u>D. Frost</u>

CONTACT INFORMATION SHEET

AGENCY CONTACTED HILLSBOROUGH COUNTY

NAME ROBERT HANCOCK, ADMIN. CHIEF

PHONE NUMBER (813) 272-6600

DATE 12-27-02

COMMENTS
 • FLEET DEPT AUDITED CONTRACT - OKAY PRICING
BID SPEC'S
 • POLK COUNTY USING B.I.D
 • WARRANTY WORK EXCELLENT
FLEXIBILITY TO BUILD ON LONG TERM

AGENCY CONTACTED _____

NAME _____

PHONE NUMBER _____

DATE _____

COMMENTS _____

AGENCY CONTACTED _____

NAME _____

PHONE NUMBER _____

DATE _____

COMMENTS _____

TOWN OF DAVIE
PROCUREMENT AUTHORIZATION

<u>ACCOUNT NUMBER</u> 030-3001-522-6816	<u>BUDGET ITEM & DESCRIPTION</u> Hurricane Rescue Pumper and Tanker	<u>APPROXIMATE COST</u> \$1,217,480.00
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METHOD OF PROCUREMENT (check the one that applies)

☐ Open Competitive Bidding
☒ Piggyback on Contract Number HILLSBOROUGH COUNTY BID NO.RPCW02000033
☐ Sole Source
☐ Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed 
Department Head

Have Funds been Reserved _____

Date _____ Signed _____

Signed _____
Town Administrator

BIDS SUBMITTED

E-ONE	\$1,217,480

Signed _____
Procurement Manager

TOWN ADMINISTRATOR'S RECOMMENDATION

<u>Vendor</u>	<u>Cost</u>
---------------	-------------

Signed _____
Town Administrator

+



Hillsborough County
Florida

Office of the County Administrator
Daniel A. Kleman

BOARD OF COUNTY COMMISSIONERS

Stacey L. Easterling
Pat Frank
Chris Hart
Joe Norman
Jan K. Platt
Thomas Scott
Ronda Soriano

Deputy County Administrator
Patricia Bean

Assistant County Administrators
Edwin Hunzicker
Jimmie Keel
Anthony Shoemaker

December 27, 2001

Emergency One, Inc.
1701 SW 37th Avenue
Ocala, FL 34470

SUBJECT: NOTICE TO PROCEED, Blanket Purchase Order Number BPCW02000033;
Emergency Vehicles and Ancillary Equipment

You are hereby notified to proceed with the performance of subject purchase order. All work shall be completed in accordance with the terms and conditions of the enclosed agreement.

The County's Project Manager for this Contract is Robert Hancock. Please coordinate all activities associated with this project with him. Mr. Hancock may be contacted at (813) 272-6600.

Sincerely,

John M. Benson Jr., C.P.M.
Procurement Supervisor – Commodities

Attachments: Purchase Order
Agreement

Cc: Robert Hancock, Administrative Chief ✓

BOCC

AGREEMENT BETWEEN
HILLSBOROUGH COUNTY
AND
EMERGENCY ONE, INC.

This Contract is made and entered into by and between the Board of County Commissioners of Hillsborough County, Florida, (hereinafter called "County"); and

Emergency One, Inc.
1701 SW 37th Avenue
Ocala, FL 34470

(hereinafter called "Contractor").

PURPOSE

It is the purpose of this Contract to establish a five (5) year agreement for the purchase of fire apparatuses, emergency vehicles and ancillary equipment for the Hillsborough County Fire Rescue Department. In consideration of the terms and conditions contained herein, the parties agree as follows:

STATEMENT OF WORK

The Contractor shall furnish at its own expense (unless otherwise specified) the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work in accordance with the requirements set forth in the following documents, which are incorporated by reference herein.

- Attachment 1, Statement of Work
- Attachment 2, Fee Schedule
- Attachment 3, Insurance Requirements
- Attachment 4, Hillsborough County Purchasing Council

PERIOD OF PERFORMANCE

This Agreement shall begin performance upon the effective date of Notice to Proceed and remain in effect five (5) years, unless terminated sooner or extended as provided in this Agreement.

OPTIONS TO RENEW

At the sole option of the County, this Agreement may be renewed for an additional one (1) year period at the same terms and conditions.

COMPENSATION

The County is to pay the Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in the *Statement of Work*, Attachment 1, which is attached hereto and incorporated by reference herein. The Contractor shall accept this amount as full compensation for all services provided and materials furnished; for all costs and expenses incurred, and loss or damages growing out of the nature of the services provided, or from any unforeseen obstruction or difficulties encountered in the provision of these services; for all expenses incurred by or in consequence of the suspension or discontinuance of the provision of service, and for well and faithfully providing the required services. In no event will the total compensation amount payable under the terms of this Agreement be exceeded unless otherwise authorized by the County in a modification to this Agreement.

FUNDING

If funds become unavailable, the County reserves the right to terminate this Agreement upon no less than 24 hours written notice. The notice shall be delivered by certified mail, return receipt requested, by telegram or in person. The County shall reimburse the Contractor for all authorized services provided prior to the issuance of this notice.

METHOD OF PAYMENT/BILLING

Invoices and other billing materials must contain at a minimum the Contractor's name, Federal Employer Identification Number (FEIN), the date of delivery and quantity of equipment provided, cost for the equipment and all other information necessary for a proper pre-audit and post-audit thereof. The Contractor shall submit to the County, at the time of invoice, a detailed listing of all accessories provided. Copies of all invoices relating to the accessories provided shall be attached to the listing. The County reserves the right to verify prices by examination of dealer or distributor's invoices and to evaluate all purchases with respect to reasonableness of price.

All paperwork, including invoices, documents, and obtaining unit's title, to be Contractor's responsibility. All necessary paperwork, as above, must accompany unit at delivery. Title, application, and supporting documents are to be made out to "County of Hillsborough", P.O. Box 1110, Tampa, FL 33601, and must be dated the delivery date of unit to Hillsborough County. Dealer to be responsible for and pay any penalties for late title application.

The County may deduct a 1/2% discount for prompt payment, should such payment be made within 10 calendar days from receipt of a proper invoice.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.

TERMINATION

Hillsborough County may rescind or terminate this Agreement at will upon at least 90 days prior written notice to the Contractor.

TERMINATION FOR BREACH

Unless the Contractor's breach is waived, the County may upon 24 hours written notice terminate this Agreement for the breach. Waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach nor will it be construed to be a modification of this Agreement.

INDEMNITY

The Contractor shall indemnify, hold harmless, and defend the County, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Contractor, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to the County on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

CERTIFICATE OF INSURANCE / REQUIRED DOCUMENTATION

This Agreement is contingent upon the Contractor furnishing the County, when required, a Certificate of Insurance and any other required documentation, within 10 days after Notification of Award.

STATEMENT OF ASSURANCE

During the performance of this Agreement, the Contractor herein assures the County that the said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

DRUG FREE WORKPLACE

The Contractor assures the County it will administer, in good faith, a policy designed to ensure the Contractor is free from the illegal use, possession, or distribution of drugs or alcohol. As part of such policy, the Contractor will require, as a condition of employment, that each employee notify their supervisor within five (5) days if they have been convicted under a criminal drug statute for activity occurring at the workplace or outside the workplace, if the offense could be reasonably expected to affect the Contractor's function. The Contractor will, in turn, immediately notify the County of the occurrence as well as any and all corrective action taken. A criminal drug statute is any law, federal, state, or local, which makes unlawful the manufacture, distribution, dispensation, or possession of any controlled substance or illegal drug.

AGREEMENT ALTERATIONS AND MODIFICATIONS

This Agreement may be modified by mutual agreement of the parties. Such modifications shall not be binding unless they are in writing and signed by the County and the Contractor.

RECORDS, DOCUMENTS, AND REPORTS

The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, copying and/or audit by personnel duly authorized by the County and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract for five (5) years after settlement, and make them available for inspection by persons authorized under this provision. The Contractor shall be responsible for any audit exceptions or disallowed costs incurred by the Contractor or any of its subcontractors.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ATTORNEY FEES AND COSTS

If any litigation is brought to enforce this Contract or any litigation arises out of any contract term, clause or provision, each party shall be responsible for its own expenses, costs and attorney fees.

GOVERNANCE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Florida and the venue shall be in Hillsborough County, Florida.

ORDER OF PRECEDENCE

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and Florida State Statutes and Regulations;
2. The Terms and Conditions as contained in this Agreement;
3. Any other provision of this Agreement incorporated by reference otherwise.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, or part thereof if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

PROJECT MANAGER

The Project Manager for the Contractor is:	The Project Manager for the County is
Hallmark Fire Apparatus, Inc. Jim Hall 3731 N.W. 25 th Avenue Ocala, FL 34475 Phone: 352-629-8305, 800-524-6072 FAX: 352-629-2018 E-mail: FireTrucks@aol.com	Hillsborough County Fire Rescue Chief Robert F. Hancock 2709 East Hanna Ave. Tampa, FL 33610 Phone: 813-272-6600 FAX: 813-272-6692 E-mail: HancockR@HillsboroughCounty.org

ALL WRITINGS CONTAINED HEREIN

This Agreement sets forth in full all the terms and conditions agreed upon by the parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST: RICHARD AKE
CLERK OF CIRCUIT COURT

COUNTY: HILLSBOROUGH COUNTY
FLORIDA

BY: Mildred K. Duin
DEPUTY CLERK



BY: Pat Frank
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST:

CONTRACTOR

[Signature]
WITNESS
[Signature]
WITNESS

[Signature]
AUTHORIZED SIGNATURE
Paul Smith
VICE PRESIDENT, NORTH AMERICAN SMGS
TITLE
NOVEMBER 6, 2001
DATE

File _____	Approval _____	Date _____
Dept _____	_____	_____
Contracts _____	_____	_____
Legal _____	_____	_____

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT No. 01-1885

ACKNOWLEDGEMENT OF RESPONDENT, IF A CORPORATION

STATE OF Florida COUNTY OF Manatee

The foregoing instrument was acknowledged before me this

11-16-01

(Date)

By

Paul Sam, VP Sales

(Name of officer or agent, title of officer or agent)

of Emergency One, Inc.

(Name of corporation acknowledging)

a Delaware

corporation,

(State or place of incorporation)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated

(Type of identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this 11-16-01

(Date)

Suzanne Aldana

Commission Number

(Official Notary Signature and Notary Seal)

Suzanne Aldana

Commission Expiration Date

(Name of Notary typed, printed or stamped)



ACKNOWLEDGEMENT OF RESPONDENT, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

(Date)

By

(Name of acknowledging partner or agent)

partner (or agent) on behalf

_____ a partnership. He/she personally

appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated

(Type of identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this

(Date)

Commission Number

(Official Notary Signature and Notary Seal)

Commission Expiration Date

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF RESPONDENT, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

(Date)

By

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated

(Type of identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this

(Date)

Commission Number

(Official Notary Signature and Notary Seal)

Commission Expiration Date

(Name of Notary typed, printed or stamped)

Attachment 1
Statement of Work

- 1) The County estimates that the resulting expenditures resulting from this contract will not exceed \$27,500,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the *Statement of Work*, and in accordance with the *Fee Schedule*. There is no obligation on the part of the County to purchase any set or minimum amount of fire apparatus or special application vehicles during this contract period.
- 2) The County reserves the right to deviate from this contract and procure the item(s) from another source should it be deemed in the best interests of the County.
- 3) This agreement shall be extended to other State, County, Municipality or Special Fire Districts, under the same conditions, for the same contract price, and for the same effective period.
- 4) PURCHASING COUNCIL: REFERENCE LAWS OF FLORIDA 69-1112 AND 69-1119. This agreement shall be extended to the Governmental Purchasing Council of Hillsborough County, under the same conditions, for the same contract price, and for the same effective period, to all public entities in Hillsborough County. (SEE ATTACHMENT 4)
 - a) Any Hillsborough County public entity may elect to utilize this agreement at their option. All Hillsborough County public entities will issue their own purchase orders and coordinate the delivery locations and quantities with the successful bidder(s).
 - b) Hillsborough County Government will not be responsible for any transactions between the successful bidder(s) and Hillsborough County public entities that may elect to utilize this agreement. All terms, prices and conditions of this agreement will apply between the Contractor, and any other Hillsborough County public entities utilizing this agreement. NOTE: THE QUANTITIES ESTIMATED IN THIS AGREEMENT ARE FOR HILLSBOROUGH COUNTY ONLY.
- 5) The County shall issue a Blanket Purchase Order to cover any supplies or services to be furnished under this agreement. The using department(s) will then issue Release Purchase Orders against the Blanket Purchase Order on an as needed basis. The Contractor shall deliver only on a Release Purchase Order. Such orders shall be issued from date of the award through the expiration of the agreement.
- 6) All shipments by the Contractor must be F.O.B Destination, unless otherwise authorized in writing by the County.
- 7) Contractor shall deliver the equipment to the County, ready for service, within the following schedule:
 - a) Tanker: 240 days after receipt of order.
 - b) Pumper: 180 days after receipt of order.
 - c) Aerial Apparatus (Elevating Platform, Ladder Trucks, etc): 210 days after receipt of order.
 - d) Ambulance: 180 days after receipt of order.
 - e) Special Application Vehicle: 240 days after receipt of order.
 - f) Delivery for equipment utilizing commercial chassis will be quoted on a per order basis.

8) Manuals:

- a) Contractor shall include with the initial delivery of each model year vehicle the following Three (3) Compact Discs (CD) that contain at a minimum:
 - i) Technical and Service Manuals for Cab and Chassis.
 - ii) Technical and Service Manuals for Vehicle Body.
 - iii) Parts Manuals for Cab, Chassis and Body, and
 - iv) Operators Manuals.
- b) Three (3) sets of printed manuals shall be provided with each vehicle ordered; to a maximum of Four (4) sets per order of like vehicles.
- c) A copy of manufacturer's preventive maintenance schedule shall be provided with each vehicle.

9) Specifications:

- a) All Equipment provided shall meet all requirements of the latest edition of NHTSA, FMVSS, State of Florida, and NFPA.
- b) All vehicles and equipment furnished shall be manufacturer's latest model.
- c) Appurtenances and/or accessories furnished shall conform to best practice known to the fire fighting or special application trade in design, quality of workmanship and material, and be subject to the specifications provided for at the time the order is placed.
- d) All vehicles furnished shall be constructed with due consideration to the equipment's intended use and performance characteristics, including but not limited to load distribution, such that they will operate under all conditions (weather, environmental, load, etc.) in conformity with the County's specifications and all applicable federal, state, and local laws.

10) The fire apparatus and special application vehicles shall be assembled, serviced, adjusted, and demonstrated to the satisfaction of the County that the equipment is in perfect mechanical condition. Contractor is responsible for the complete construction and assembly of all vehicles and equipment components.

11) Pre-Construction and Inspection Visits:

- a) The Contractor shall provide all transportation, lodging and meals for up to three (3) members of Hillsborough County to travel to the vendors' manufacturing facility (at which the vehicle is being constructed) for a total of three (3) visits. The transportation, lodging and meals shall include air transportation (County option), rental car (County option), lodging and meals (2 nights per trip) for up to three (3) personnel roundtrip from Tampa. The Contractor shall coordinate with the County trip arrangements at least two (2) weeks prior to the scheduled visit. The three (3) visits are as follows:
 - i) A pre-construction meeting to completely review the specifications and drawings prior to the vehicle assembly/construction commencing.
 - ii) A mid-production meeting at the 45-55% completion stage to inspect and verify integral specification compliance for wiring, integral component system installation, etc. prior to progressing to final completion.
 - iii) A final inspection/performance test. The vehicle shall be 100% complete and ready for delivery. The County will perform a final inspection and full performance test of the vehicle and all integral systems. The Contractor shall provide the technical information and representative(s) necessary to allow for a complete and

thorough conformance meeting/inspection. Any and all third party certifications shall be available for review at this meeting. If the vehicle is found to be not ready any additional trips shall be at the expense of the vendor with no additional cost to Hillsborough County.

- b) Any costs associated with the above Pre-Construction and Inspection Visits that will be charged to the County must be:
 - i) Clearly identified on the apparatus stripper (line item detail). Contractor to use item numbers 2_000_00_10 "Inspection Trip" and 2_000_01_00 "Pre-build Conference" to indicate these costs on the apparatus stripper.
 - ii) Invoiced separately.
- 12) Vehicles and equipment will be accepted only after all requirements for delivery have been met. Delivery of vehicle(s) and equipment to the County does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the delivered vehicle(s) or equipment meet specifications and the conditions. Should the delivered vehicles or equipment differ in any respect from the specifications, payment will be withheld until such time as the Contractor completes all necessary corrective action.
- 13) Statement of Warranty: All warranty repairs covered by these requirements shall include all parts, materials, labor and other expenses required to complete the repair to the satisfaction of the County.
 - a) 1 Year Standard: The apparatus manufacturer shall provide a full one year standard warranty. All components manufactured by the apparatus manufacturer should be covered against defects in materials or workmanship for a one year period. All components covered by separate suppliers such as engines (minimum 5 year/100,000 miles), transmissions (minimum 2 year/unlimited miles), axles (minimum 1 year), tires, and batteries shall maintain the warranty as provided by the component supplier. A copy of the warranty document shall be provided with the vehicle.
 - b) Lifetime Frame: The apparatus manufacturer shall provide a full lifetime frame warranty. This warranty shall cover all apparatus manufacturer designed frame and frame members against defects in materials or workmanship for the lifetime of the covered apparatus. A copy of the warranty document shall be provided with the vehicle.
 - c) 10 Year/100,000 Mile Structural: The apparatus manufacturer shall provide a comprehensive 10 year/100,000 mile structural warranty. This warranty shall cover all structural components of the cab and/or body manufactured by the apparatus manufacturer against defects in materials or workmanship for 10 years or 100,000 miles, whichever occurs first. Excluded from this warranty are all hardware, mechanical items, electrical items, or paint finishes. A copy of the warranty document shall be provided with the vehicle.
 - d) Lifetime Polypropylene Tank: The apparatus manufacturer shall provide a full lifetime polypropylene tank warranty. This warranty shall cover all defects in materials or workmanship of the polypropylene tank for the lifetime of the covered apparatus. A copy of the warranty document shall be provided with the vehicle.
 - e) 10 Year Stainless Steel Plumbing Components: The apparatus manufacturer shall provide a full 10 year stainless steel plumbing components warranty. This warranty shall cover defects in materials or workmanship of apparatus manufacturer designed foam/water plumbing system stainless steel components for 10 years. A copy of the warranty document shall be provided with the vehicle.

n 10 Year Paint and Lifetime Corrosion Perforation: The apparatus manufacturer shall provide a full 10 year paint and lifetime corrosion perforation warranty. This warranty shall cover paint peeling, cracking, blistering, and corrosion provided the vehicle is used in a normal and reasonable manner. Paint shall be covered 100% for 10 years and corrosion perforation shall be covered 100% for the life of the vehicle. A copy of the warranty document shall be provided with the vehicle.

g) Owner Protection Plan Custom Chassis Pumper, Aerial, Tanker, and Rescue Two (2) Year Standard Warranty: The apparatus manufacturer shall provide a full second year extension on the standard warranty. All components covered in the manufacturer's statement of warranty shall be covered for a total of twenty-four months from delivery of the apparatus. All components covered by separate suppliers such as engines (minimum 5 year/100,000 miles), transmissions (minimum 5 year/unlimited miles), axles and brakes (minimum 1 year), tires, and batteries shall maintain the warranty as provided by the component supplier as long as they meet the minimums stated. A copy of the warranty extension document(s) shall be provided with the vehicle.

14) Warranty Work:

- a) The County desires to become a factory authorized repair facility for warranty work. All necessary training and expenses associated with this authorization shall be provided to the County at no charge.
- b) The Contractor shall reimburse the County for warranty work performed by the County at the rate indicated on the Fee Schedule.
- c) Contractor shall provide on-site assistance for unresolved warranty work as required.

**Attachment 2
Fee Schedule**

The County is to pay the Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in the *Statement of Work*, and in accordance with this *Fee Schedule*.

The Contractor shall furnish the County fire apparatuses, emergency vehicles and ancillary equipment in accordance with the Scope of Work at the pricing indicated below:

Item	Description	Unit Price
1	Vehicles	Dealer net
	Options	Dealer net
	Accessories, including freight charges (The term accessories as used herein describes the basic equipment which in essence becomes a part of the apparatus. Examples of which would include; radios, intercom/hearing protection system, deck gun/ground monitor, ladders, intake valve, hydrant valve, adapters, supply hose, booster hose, hard suction hose, etc. Examples of items which would not fall under this provision are; Self Contained Breathing Apparatus, Personal Protective Equipment, etc.)	12% above Dealer Net
		15%
3	Reimbursement Rate for Warranty Work	\$55.00 per Hour

**Attachment 3
Insurance Requirements**

Contractor will maintain throughout the period of this contract General Liability Insurance with a combined single limit for bodily injury and property damage of no less than \$2,000,000 per occurrence and with an annual aggregate limit for Products/Completed Operations Liability of no less than \$4,000,000. The policy will be issued by an insurer, on a form and with a deductible all of which are acceptable to the County. County will be named as an additional insured on the policy throughout the period of this contract.

Attachment 4 Hillsborough County Governmental Purchasing Council

City of Tampa
305 E. Jackson St.
Tampa, FL 33602
Joan McConnell, Purchasing Director
jo24@citytampa.fl.us
Kendal Capel, Purchasing Mgr. (Alternate)
kc15@citytampa.fl.us
<http://www.citytampa.fl.us>
Phone: (813) 274-6363
FAX: (813) 274-6366

City of Plant City
P. O. Drawer C
Plant City, FL 33564
Phil Watson, City Manager
Bob Bedell (Alternate)
Phone: (813) 757-0144
FAX: (813) 757-9184
pwsd1@ix.netcom.com
<http://www.cityofplantcity.fl.us>

City of Temple Terrace
Mr. Kim G. Lennbach
City Manager
11250 N. 56th St.
P. O. Box 19830
Temple Terrace, FL 33667
(813) 969-7100
FAX: (813) 969-7186
<http://www.templeterrace.com>

Clerk of Circuit Court
601 E. Kennedy Blvd.-13th Floor
P.O. Box 1110
Tampa, FL 33601
Jackie Burns, General Manager I
Joy Caruso, Buyer (Alternate)
Phone: (813) 276-6100 Ext. 7721
FAX: (813) 272-9521

Expressway Authority
412 E. Madison, Suite 800
Tampa, FL 33602
Shari Callahan
shari@hosea.org
Patrick McCue, Executive Director
Mary Hall, Asst. Director (Alternate)
Phone: (813) 272-6740
FAX: (813) 272-3730

Hills Area Regional Transit Authority
4305 E. 21st Avenue
Tampa, FL 33605
John Clark, Procurement Manager
Phone: (813) 623-6836
FAX: (813) 664-1119
BitekaE@Hartline.org
Lakai@Hartline.org

Hillsborough County Aviation Authority
P. O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Doug Henton, Purchasing Manager
Richard Frerisley, Buyer (Alternate)
Phone: (813) 870-8730
FAX: (813) 876-6670
dhenlon@tampaairport.com

Hillsborough County School Board
P. O. Box 3408
Tampa, FL 33601-3408
William Borer, Purchasing Supervisor
Hank Morbach, Principal Buyer (Alternate)
Phone: (813) 272-4327
FAX: (813) 272-4007
Bill.Borer@sbhc.k12.fl.us
<http://www.ideseclassroom.org>

Hillsborough Community College
P. O. Box 31127
Tampa, FL 33631-3127
Paul Johnson, Purchasing Manager
pjohnson@hcc.fl.us
Vonda Melchior
Melchior@hcc.fl.us
Terry Fryman
Phone: (813) 253-7060
FAX: (813) 253-7561

Hillsborough County Purchasing Dept.
601 E. Kennedy Blvd., 18th Floor
P. O. Box 1110, Tampa, FL 33601-1110
Luis F. "Lu" Banks, Director
Lynne Filmon, Purchasing Manager
Phone: (813) 272-6790
FAX: (813) 272-6296
F.O.D: (813) 272-6836
filmon@hillsboroughcounty.org

Hillsborough County Sheriff
P. O. Box 3371
Tampa, FL 33601-3371
Carolyn Hendrickson, Exec. Buyer
Phone: (813) 247-4054
FAX: (813) 247-0907
clerila@hose.tampa.fl.us
<http://www.hose.tampa.fl.us>

Hillsborough County State Attorney
South Annex Tower 5th Floor
Tampa, FL 33602
Elvin Martinez, Jr., Administrator
Geraldine Battle
battle_g@so013th.com
Phone: (813) 274-1986
FAX: (813) 272-7014

Property Appraiser
601 E. Kennedy Blvd., 18th Floor
Tampa, FL 33602
Mike Cook, Asst. Deputy Prop. Appr.
Brandon Spicola, Storekeeper (Alter.)
Phone: (813) 276-6831
FAX: (813) 272-5519
cuslaerv@propappr.co.hillsborough.fl.us
<http://propappr.co.hillsborough.fl.us>

Supervisor of Elections
601 E. Kennedy Blvd., 18th Floor
Tampa, FL 33602
Donna Schomer, Purchasing Agent
Phone: (813) 276-8274
FAX: (813) 272-7043
<http://www.votehillsborough.org>

City of Tampa Housing Authority
806 South Rome Ave.
Tampa, FL 33607
Denise Surles, Director
Andrew Persaud, Purchasing Agent
Phone: (813) 253-0551 Ext. 319 or
Phone: (813) 253-0551 Ext. 315
FAX: (813) 251-4622

Tampa Palms Community Dev. Dist.
1631 1 Tampa Palms Blvd W
Tampa, FL 33647
John Daugirda
Phone: (813) 977-3633
Fax: (813) 977-6571
cdtampa@gte.net

Tampa Port Authority
1101 Channelside Drive
Tampa, FL 33602
David Vleeb, Fiscal Analyst
Phone: (813) 905-7678
FAX: (813) 905-6199
lgreen@tampaport.com

Tampa Sports Authority
4201 N. Dale Mabry Hwy.
Tampa, FL 33607
Joseph Haugabrook, Purchasing Director
Phone: (813) 360-6500 ext. 8510
FAX: (813) 673-4306
haugabj@mail.state.fl.us

Tax Collector
601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Dawn Antinori, Senior Manager
Phone: (813) 307-6222
FAX: (813) 307-6521
antinori@hcc.co.hillsborough.fl.us

The Children's Board of Hills. County
1205 E. 8th Avenue
Tampa, FL 33605
Bill Jones, Sr. Manager
Phone: (813) 229-2884
FAX: (813) 226-8122
bjones@childrensboard.org

Hillsborough County Purchasing Council bids may be available to all chartered municipalities, local public agencies, boards, and other authorities existing in Hillsborough County.